

## Sigma Beauty - Terms and Conditions

Background:

These Terms and Conditions are the standard terms which apply:

**A.** to provision to customers of any Services or Products (as "Services/Products" is defined in Clause below) by the Salon, namely Sigma Beauty 153 Parrock Street Gravesend Kent DA12 1ER and

**B.** where the customer is a "Consumer" as defined by the Consumer Rights Act 2015.

### 1. Definitions and Interpretation

**1.1.** In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business" means any business, trade, craft, or profession carried on by You or any other person/organisation;

"Consumer" means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Salon who receives Services for the customer's personal use and for purposes wholly or mainly outside the purposes of any Business

"Regulations" means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

"Salon/We/Us/Our" means Sigma Beauty whose place of business and contact address is the same address as above and includes all employees and agents of the Salon;

"Services/Products" means any and all of the treatments, facilities, services, products and other goods and materials which we provide/use/sell; and

"You/Your" means an individual who is a customer of the Salon.

**1.2.** Unless the context otherwise requires, each reference in these Terms and

Conditions to:

- “these Terms and Conditions” is a reference to these Terms and Conditions; and
- a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;

**1.3.** The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;

**1.4.** Words signifying the singular number shall include the plural and vice versa; and

**1.5.** References to any gender shall include the other gender.

## 2. Appointments

**2.1.** The Services which we offer are only available by appointment. You may book an appointment by email, using our online booking service, in person at the salon or via telephone;

**2.2.** Your request for a booking for an appointment will be an offer, but whether we accept any booking will be for us to decide in our discretion. Only if and when we tell you that we accept your request for a particular appointment, will there be a binding contract between you and us. If you wish to make a booking for two or more appointments by means a single booking and in our discretion we accept that booking, our contract with you will be for all of the appointments concerned;

**2.3.** When you book an appointment online you will be required to pay us a booking fee of 50% of the total full price of the treatment booked, all of which we will be entitled to keep as set out in sub-Clause 2.7 below. If you later cancel the appointment without giving us prior notice of at least 24 hours the booking fee will not be transferred to a future booking. Booking fees be equal to 50% of the full price of the services required;

**2.4.** We will not reserve or guarantee any particular date and/or time which you request for any services unless you book an appointment for that time/date;

**2.5.** If you know you are going to be late for an appointment, you should contact us to tell us. If you arrive later than 10 minutes after an appointment time, we will try to provide the services you have booked but if we decide that we cannot, the

appointment will be treated as cancelled without notice by you and, if we then decide to make a charge for that appointment cancelled without notice, sub-clause 2.7 below will apply;

**2.6.** You may cancel an appointment without charge if you give us at least 24 hours prior notice of the cancellation, and if you do so we will transfer the booking fee to a future appointment;

**2.7.** If you do not give us at least 24 hours prior notice of cancellation of an appointment, we will be entitled to charge you for any financial loss that we suffer due to your cancellation but not more than 100% of the full price of the appointment. We will be entitled to deduct that charge from any sum (including, but not limited to any booking fee) you paid in advance;

**2.8.** If, due to exceptional circumstances including, but not limited to accidents and bereavement, you cancel an appointment without giving us at least 24 hours prior notice, we will consider the circumstances in our discretion and decide whether to waive any charge for late cancellation that we are entitled to make under sub- Clauses 2.5 and 2.7;

**2.9.** We may cancel an appointment booked by you at any time before the time and date of that appointment in the following circumstances:

- The required personnel and/or required materials necessary for the provision of the services are not available; or
- An event outside of our reasonable control continues for more than 1 hour; or
- We find that you are not a "Consumer" (as defined in Clause 1 above); If we cancel an appointment in such circumstances we will refund to you in full any booking fee

**2.10** We will use all reasonable endeavours to start the services at the appointment time which you have booked, but the start may be delayed by overrun of a previous appointment or by other circumstances. If a delay to the start is at least 30 minutes, or, if at any time before or after you arrive for an appointment we notify you that there will be a delay of at least that time, you may cancel the appointment and we will refund to you in full any booking fee that you have made to us for that appointment; and

**2.11** Where the contract we make with you is not made on our premises, the regulations give you the rights set out in this sub-Clause 2.11, and they will be in

addition to the rights given to you by the above provisions of this Clause 2. You may for any reason cancel a booking during the 14 day period after we accept that booking, but if the booking includes any appointment(s) on a date which is before the end of that period, and if you have expressly requested us to provide any services at that or those appointment(s) and we do so, you may not cancel that or those requested appointment(s) and you must pay for them in accordance with Clause 3, and you may only cancel any other appointment(s) covered by that booking. If you request that your booking be cancelled, you must confirm this in any way convenient to you. If you cancel as allowed by this Sub-clause 2.1 1, and you have already made any payment(s) to us for the booking, we will refund the payment(s) to you within 14 days of receiving your cancellation less the amount due for the appointment(s) covered by that booking that you have attended.

### 3. Fees and Payment

**3.1.** You must pay in accordance with our Price List for all services and/or products on completion of those that we have fully and correctly provided to you and at the time of your order;

**3.2.** You may pay us for Services and/or Products (and for any booking fee or other advance payment on account of that payment) using any of the following methods:

- credit or debit card ;
- bank transfer ; or
- gift voucher ;

**3.3.** We may alter our prices without prior notice, but if the price of any Services increases between the time when you book an appointment and the date of the appointment, the price increase will not apply to your appointment for those services on that date; and

**3.4.** All prices of Services or products shown in the Price List are inclusive of VAT.

### 4. Eligibility for Treatment

**4.1.** You confirm that, in connection with your request(s) to receive any Services from us, you are and will be a "Consumer" as defined in Clause 1 above;

**4.2.** We will not provide certain treatments to you unless you are aged 18 or over.

We may require evidence of your age for that purpose;

**4.3.** We will not provide certain treatments to you if you are aged under 18 unless you have parental consent. We may require evidence of your age for that purpose;

**4.4.** If You have a medical condition, certain treatments may be unsuitable for you. We advise you to tell us of any medical condition or on-going medical treatment when you book an appointment. If you do not tell us at that time we will be entitled not to provide a treatment (or part of it) and to treat the appointment (or the affected part of it) as cancelled by you without notice, in which case we will make a charge to you for the cancelled appointment (or part of it) as set out in sub-Clause 2.6 above;

**4.5.** If you suffer from any allergy or a skin condition, we may require you to take a patch test before we provide certain treatments; and

**4.6.** We advise you not to have any waxing and/or facial treatments immediately before or after heat treatments or exercise; and

**4.7.** If you are pregnant, we advise you not to have massage, tinting, waxing or spa body treatments during the first 3 months of your pregnancy

## 5. Patch Tests

**5.1.** Any treatment that requires a patch test will not be carried out until a patch test has been received.

**5.2.** All patch tests need to be taken either 24 or 48 hours prior to your appointment.

**5.3.** If You have a reaction to a patch test you must inform us immediately.

**5.4.** Failure to agree to a patch test will result in the appointment automatically being cancelled.

## 6. Salon Rules

We do not permit you to:

**6.1** be accompanied at the Salon's premises for appointments by any child/ren

(without prior permission) as we do not have an appropriate member of staff to supervise them.

## 7. Gift Vouchers

7.1. Gift vouchers are available from [www.sigmabeauty.co.uk](http://www.sigmabeauty.co.uk) or the salon reception.

7.2. Gift vouchers are available in monetary value OR for specific treatments.

7.3. Gift vouchers are valid for the period specified on the gift voucher.

7.4. Gift vouchers may be redeemed only for treatments or products which we provide at the Salon and may not be redeemed partly or wholly for cash.

7.5. Gift vouchers cannot be used to buy another voucher.

## 8. Online Shop

8.1. By purchasing Products from through our site you agree that You are at least 18 years old.

8.2. Once an order has been placed You will receive an email from Us with Your order details.

8.3. No additions or changes can be made to an order after it has been placed.

8.4. Orders will be dispatched one to two working days after an order has been placed on the site, unless there are exceptional circumstances.

8.5. Orders will be delivered to the address you supply to us at the time of Your order on the site. Any delivery dates are estimates and we are not liable for any losses of late or non-delivery.

8.6. The Products are at Your risk at the time of delivery.

8.7. Ownership of the Products are transferred to you once an order has been delivered to the address You specified at the time of placing Your order.

**8.8.** Delivery costs will be added to Your order.

**8.9.** Prices are liable to change at any time but this will not affect any order You have already placed prior to the date of the change.

**8.10.** It is always possible that, despite Our best efforts, some of the Products listed on Our site may be incorrectly priced. We are under no obligation to provide the Product/s to You at the incorrect price.

## 9. Online Shop Refund and Returns Policy

**9.1.** We hope You are delighted with Your Order. However, if for any reason You are not entirely satisfied, You may return The goods in their original condition, unopened, unused and resaleable for a full refund within fourteen days of receipt. Please email [sigmabeauty@btconnect.com](mailto:sigmabeauty@btconnect.com) and a member of the team will assist You with Your return. Please DO NOT return any items until You have made contact and are given instructions of how to proceed.

**9.2.** If You choose to return items for reasons other than defects in the goods, incomplete, or incorrect, delivery charges are not refundable and You will be responsible for arranging and returning the goods to Us at Your own cost.

**9.3.** All goods should be returned using a trackable service. Please ensure You obtain proof of postage when You return the goods to Us. You should retain Your Proof of Postage in order to provide proof to Us that You have returned the goods, in the unlikely event that We do not receive the returned goods.

**9.4.** Please note that We cannot accept returned goods that We reasonably believe have been used. In such circumstances, We will notify You that no refund will be available and You will be responsible for arranging for such goods to be returned to You within twenty eight days of Our notification.

**9.5.** Once You have established contact with Us and We have approved Your return please return Your goods to Sigma Beauty 153 Parrock Street Gravesend Kent DA12 1ER along with Your full name, full postal address, email address and Your order number.

**9.6.** Once We have received the returned goods they will be checked by quality control. There will be a seven day turnaround for Your return to be processed. We will contact You via email once it has been processed. Any refund will be automatically issued to the payment method You used to place Your original order. Please allow up to ten working days to receive Your refund depending on Your payment method.

**9.7.** As a consumer, You may withdraw from the purchase at any time within seven working days, beginning on the day after You received the Products. In this case You will receive a full refund of the price paid for the Product in accordance with Our refunds policy unless You have waived this right by using the Products before the end of the seven day period.

**9.8.** To withdraw from a purchase You must inform Us in writing.

**9.9.** Your statutory rights remain.

## 10. Events Outside of Our Control

**10.1.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (a 'Force Majeure Event').

**10.2.** Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period. We will use Our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which Our obligations under the Contract may be performed despite the Force Majeure Event.

## 11. Limitation of Liability

**11.1** We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable;



**11.2** We provide or sell all Services and Products to You only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide or sell to You are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;

**11.3** Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation;

**11.4** Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

- the Consumer Rights Act 2015;
- the Regulations;
- the Consumer Protection Act 1987; or
- any other consumer protection legislation as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

## 12. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

## 13. How We Use Your Personal Information (Data Protection)

All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice is available from

#### 14. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

#### 15. Information

As required by the Regulations:

**15.1** all of the information described in Clause 17; and

**15.2** any other information which We give to You about any Services, Products or the Salon which You take into account when deciding to make a booking, use Our online shop or when making any other decision about the Services; will be part of the terms of Our contract with You as a Consumer.

#### 16. Complaints

We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Services or any other complaint about the Salon or any of Our staff, please raise the matter with the manager who can be contacted at the Salon or by email to [sigma-beauty@btconnect.com](mailto:sigma-beauty@btconnect.com)

#### 17. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

#### 18. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

## 19. Law and Jurisdiction

**19.1.** These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

**19.2.** As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 15.1 above takes away or reduces your rights as a consumer to rely on those provisions.

**19.3.** Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.